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In The

Supreme Court of the United States

October Term 1987

DONALD L. GREENMAN,

Petitioner

v.

THE UNITED STATES OF AMERICA,

Respondent

Petition For Writ of Certiorari To

The United States Court of Appeals

For the Federal Circuit

Donald L. Greenman

16 Otter Creek Place

Cortland, New York 13045

(607) 753-0030

Question Presented For Review

1. Breach of Contract

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No. 88-1067

DONALD L. GREENMAN,

Petitioner,

v.

UNITED STATES OF AMERICA,

Respondent.

Petition For Writ of Certiorari
to The United States Court of
Appeals For The Federal Circuit

The Petitioner, Donald L. Greenman, respectfully prays that a Writ of Certiorari issue to review the Decision and Judgement of the United States Court of Appeals For The Federal Circuit entered progressively with Decision of Friedman, Rich, and Nies.

Dated February 11, 1988, and Judgement

Issued as Mandate: April 11, 1988.

Opinion Below

1. The Decision of The Claims Court, dismissing Donald L. Greenman's Complaint against The United States for failure to state a claim on which relief could be granted, is affirmed on the basis of the opinion of The Claims Court.

Reason For Granting The Writ

1. A Bonified Contract was established with the defendant under the following conditions which the Lower Courts failed to recognize.
   a) Proposal made out to Federal Guidelines.
2. John C. Dunmore letter dated May 21, 1986 states: "Only those program proposals which are rigorously defined, Acceptable to Congress, and have a high probability of benefiting the entire farm sector, not just shifting the burden to other parts of the sector, are being considered." Rigid Standards, which were established only for me! I passed them with flying colors.
   a) Nowhere in the testimony did the United States deny the fact that my proposal did not fulfill all requirements laid out by John C. Dunmore.
   b) Just think - My proposal not only benefited the entire Farm Sector, but saved your pocketbook and this nation's

Private and Industrial Sector.

c) The greatest expenditure of every household in this nation is food, to the tune of $426 billion a year.

Think what a sharp increase in food prices would have done, dried up money which normally would be flowing into Industrial and Private Sectors, with impact of slowing down our growth, both in Private and Industrial Sectors. Agricultural, Industrial, Private Sectors all have to survive, and I provided the print for it.

3. Mr. John C. Dunmore was fully aware of the contents of my proposal, plus the fact that he sent me a copy of it as my copy had been removed from my files, and this was the base from which I sent the new proposal to Secretary Lyng with the new Loan Program

a) The United States never denied the fact that there was an offer made by their John C. Dunmore.

b) The United States never denied the fact that I had fulfilled the requirements laid out by John C. Dunmore in his letter dated May 21, 1986.

c) The United States never denied the fact that a contract had been breached.

d) My blueprint stabilized the Industry.

4. Therefore, I hereby request judgement against the United States Department of Agriculture for the sum of $11 million dollars tax free to me, plus expenses I am entitled to.

Respectfully submitted,

Donald L. Greenman

DLG/g

5/12/88

Conclusion:

For the foregoing reasons, Petitioner Donald L. Greenman respectfully requests that a Writ of Certiorari issue to review the Decision and Judgement of the United States Court of Appeals for Federal Circuit, the stage that was set by defendant was that a normal Agricultural Field was in place. The complete picture of it was in a stage for total collapse. Wholesale sell-out of the Farmers Nationwide.

I submitted the Print to Secretary Richard Lyng that provided instant cash flow for the Agricultural Field. Net Income per year 1986 - $8,000; for 1987 jumped to $23,000. Figures released on Ag Day, TV channel 3.

Respectfully submitted,

Donald L. Greenman

Donald L. Greenman
(607) 753-0030

DLG/g
Dated: May 12, 1988

United States Court of Appeals

for the Federal Circuit

88-1067

DONALD L. GREENMAN,

Plaintiff-Appellant,

v.

THE UNITED STATES,

Defendant-Appellee.

DECIDED: February 11, 1988

Before FRIEDMAN, RICH, AND NIES, Circuit Judges.

PER CURIAM.

DECISION

The decision of the Claims Court, dismissing Donald L. Greenman's complaint against the United States for failure to state a claim on which relief could be granted, is affirmed on the basis of the opinion of the Claims Court.

United States Court of Appeals

for the Federal Circuit

88-1067

DONALD L. GREENMAN,

Plaintiff-Appellant,

v.

THE UNITED STATES,

Defendant-Appellee.

Judgment

ON APPEAL from the United States Claims Court

in CASE NO(S) 667-87C

This CAUSE having been heard and considered, it is

ORDERED and ADJUDGED: AFFIRMED

ENTERED BY ORDER OF THE COURT

DATED Feb. 11, 1988

Francis X. Gindhart, Clerk

ISSUED AS A MANDATE: APR. 11, 1988

IN THE UNITED STATES CLAIMS COURT

No. 667-87C

(Filed November 30, 1987)

DONALD L. GREENMAN

v.

THE UNITED STATES

ORDER

Plaintiff, proceeding pro se, has filed a two-paragraph complaint consisting of two sentences. Attached to this complaint is a number of papers. Plaintiff ostensibly wants the court to plow through this assortment of papers to discern his claim for the sum of "eleven million dollars tax free to me." 1/

1/ It would not be unreasonable for the court to reject plaintiff's complaint on the ground it is so deficient as to leave defendant in doubt as to what must be met. See Merritt v. United States, 267 U.S. 338, 341 (1925). This

is so even if the practice of this court regarding pleadings is very, very liberal when it comes to pro se plaintiffs. Plaintiff seems to feel "[a]ccording to the law book in Cornell University" that "[c]ourts can search each individual area to substantiate his claim." The court, nonetheless, has strained to see if plaintiff has a cause of action somewhere in his complaint and appendages thereto. See Clinton v. United States, 191 Ct. Cl. 604, 605-06, 423 F.2d 1367, 1368 (1970).

Reviewing the materials attached to plaintiff's most abbreviated complaint, it appears that plaintiff is attempting to assert a contract claim under 28 U.S.C. § 1491 (1982). Plaintiff had previously worked as a methods engineer for the SCM Corporation from 1950-1965, and thereafter when to work for Brockway Motor Trucks. He worked in the engineering department at Brockway until he retired in 1975. Plaintiff was not a professional engineer. Prior to his employment by SCM, plaintiff was in the United States Navy. Plaintiff viewed his profession as an expert in cost-saving projects.

Plaintiff, viewing himself as a consultant in agricultural matters, claims that he transmitted a proposal to the Department of Agriculture whereby he would solve agricultural problems for the Department of Agriculture for a consulting fee of $11 million. As far as can

be determined, this initial proposal seems to be unsolicited. The Department of Agriculture, according to plaintiff, acknowledged receipt of this unsolicited proposal, advised him his proposal had many salient features, but concluded that the Department was "going with their present legislation" and that his proposal would be put "on top of the pile they already had." This proposal, plaintiff claims, was sent when John Brock was Secretary of Agriculture.

On April 30, 1986 plaintiff sent to the Department of Agriculture a "New Loan Program Proposal," which ostensibly was also unsolicited, 2/ for the agriculture industry which,

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2/ Plaintiff states that the proposal he sent to the Brock administration was acknowledged, but rejected because it lacked sufficient detail. Plaintiff's new Loan Program proposal

allegedly contained the detail previously lacking. Plaintiff views this new proposal as his offer under his contract theory of recovery.

plaintiff claimed, would solve "one-half of their problems." The Secretary of Agriculture at this time was Richard Lyng. The Department ofAgriculture acknowledged receipt of this new Loan Program proposal from plaintiff and in a letter dated May 21, 1986 advised plaintiff, inter alia, that his "proposal did not contain enough information or detail for ERS [Economic Research Service, Department of Agriculture] to conduct a thorough review of the economic impacts on the agricultural sector of implementing your suggested program." Plaintiff ostensibly views this May 21, 1986 response as an acceptance of his "offer" of April 30, 1986. In the materials attached to his complaint, plaintiff seems to state that the contract he relies on is a verbal contract with an official(s) of the Department of Agriculture when, after submission of his first program during the Brock administration, he was told by

this official(s) that it lacked sufficient information and detail. Plaintiff views this statement as an offer which he accepted when he submissions his new Loan Program on April 30, 1986. Plaintiff states in a deposition attached to his complaint that he had a verbal contract with the Department of Agriculture because he submitted a proposal to them. Whether the Department utilized the proposal or not is immaterial as far as plaintiff is concerned. Quite frankly, plaintiff's explanation for his contract claim is confusing, inconsistent and lacking in plausibility.

While unclear from the materials supplied by plaintiff, he seems to content that the ideas, contained in his "New Loan Program" for the agricultural field he sent to the Department of Agriculture, were laundered through various agencies and aspects of it have

surfaced in remarks by President Reagan, Messrs. Volcker, Baker, Helms, etc. He claims the problems of farmers, which his program addressed, were also the subject of discussion for a week on Dan Rather's nighly news telecast. Plaintiff claims he subsequently called Dan Rather's office and offered his new Loan Program as a solution for the farmers' problems. He further stated he would give his new Loan Program to Dan Rather for no payment. However, Dan Rather's office was not interested so he submitted the new Loan Program to Secretary Richard Lyng. Plaintiff claims his new Loan Program would not only solve one-half of the problems of Agriculture, but it was a marketable idea applicable to every industry in the United States system. Indeed, plaintiff claims variations on his new Loan Program have already shown up in the automobile industry and it

could also be applied to banking institutions. However, he makes no claim that the Department of Agriculture improperly disseminated his ideas. Cf. Research, Analysis & Development, Inc. v. United States, 8 Cl. Ct. 54 (1985).

Plaintiff seeks $11 million tax-free for the new Loan Program which he released to the Department of Agriculture on April 30, 1986. 3/

After a careful and very liberal reading

3/ The court makes no effort to define the nature, scope and design of plaintiff's new Loan Program. His program is labeled "Agri-Economics Change of the Century." It would appear his proposal was for a new agricultural base which would deal with the substantial agricultural surpluses.

of plaintiff's complaint and the attachments thereto, the court is unable to find any basis for a contract, implied-in-fact or otherwise, between plaintiff and the Department of Agriculture. Plaintiff's proposal, while received by the Department of Agriculture, was clearly not accepted by the Department of Agriculture. In its May 21, 1986 letter to plaintiff, the Department pointed out that while plaintiff's statement that for an $11 billion cost, presumably plaintiff's fee for which he seeks recovery herein, a $12 billion benefit could be achieved under his program was intriguing, other components of his proposal indicated that, in actuality, the costs could be substantially higher. There is no way a reasonable, or even a warped, reading of this letter could be considered an acceptance of an $11 million offer by plaintiff to solve all

the agricultural problems of the United States. Initially, it would appear plaintiff was trying to get an $11 million grant from the Department of Agriculture to implement his proposal.

Plaintiff does not, in haec verba, base his claims on any implied-contract theory. However, that is the only basis on which a contract claim could be based on the facts asserted by plaintiff. An implied-in-fact contract must rest, as must all contracts, upon a meeting of the minds of both parties on the matter. A definitive offer to contract by one party and an unconditional acceptance of that offer by the other party must be established in order to show the existence of an implied-in-fact contract. Such an agreement, however, can be interred from the conduct of the parties which manifest their tacit understanding of any such agreement. See Singleton v. United States, 6 Cl. Ct. 156,

165-66 (1984), and cases cited therein. 4/ These contractual elements are not present in the complaint and its appendages, nor is there any allegation of governmental conduct upon which one could reasonably infer such contractual elements.

The facts as alleged by plaintiff show that plaintiff sent a proposal, it is not unreasonable to consider it unsolicited on the basis of the materials at hand, to the Department of Agriculture. The proposal was considered intriguing by the Department of Agriculture but that was it. The matters attached to plaintiff's complaint fail

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4/ Any reliance by plaintiff on a contract implied-in-law would be outside the pale of the court's jurisdiction. Putnam Mills Corp. v. United States, 202 Ct. Cl. 1, 8 n.3, 479 F.2d 1334, 1337 n.3 (1973).

completely to explain, accepting arguendo that there was a contract, how that contract was breached by the Department of Agriculture. Further, plaintiff's reliance on an oral contract under the circumstances is insufficient to support any recovery in this court in any event. See 31 U.S.C. § 1501 (1982); United States v. American Renaissance Lines, Inc., 494 F.2d 1059, 1061-65, cert. denied, 419 U.S. 1020 (1974). There is no basis, on any reading of the complaint and attachments thereto, supportive of any implied-in-fact contract between plaintiff and the Department of Agriculture relative to his proposal which would serve to state a claim upon which relief could be granted as requested by plaintiff in his

complaint. 5/ It bears emphasis that not every claim one may think he has against the United States is cognizable in this court. See Bourke v. United States, 230 Ct. Cl. 795, 796 (1982).

Since the complaint fails to allege a viable contract between plaintiff and the Department of Agriculture, there is no basis on which this court can grant relief to plaintiff. The clerk is directed to enter judgment dismissing the complaint. No costs.

James F. Merow
Judge

5/ As to unsolicited proposals generally, see Grismac Corp. v. United States, 214 Ct. Cl. 39, 556 F.2d 494 (1977). See also Ocean Science & Engr., Inc. v. United States, 219 Ct. Cl. 1, 20-24, 595 F.2d 572, 583-84 (1979).

In the United States Claims Court

No. 667-87 C

DONALD L. GREENMAN

v. JUDGMENT

THE UNITED STATES

Pursuant to the order of October 30, 1987, directing dismissal of the complaint,

IT IS ORDERED AND ADJUDGED this date, pursuant to Rule 58, that the complaint is dismissed. No costs.

Frank T. Peartree

Clerk of Court

October 30, 1987 By:

Deputy Clerk

NOTE: As to appeal, 60 days from this date, see RUSCC 72. Effective May 1, 1987, RUSCC 77 (k) (2) is amended to read: "Filing Notice of Appeal.....$105.00 (includes $5.00 fee for notice of appeal and $100.00 Court of Appeals filing fee)".

In the United States Claims Court

No. 667-87C

(Filed: November 13, 1987)

DONALD L. GREENMAN

v.

THE UNITED STATES

ERRATA

(1) Change date on order dated "November 30, 1987" to correct filing date of "October 30, 1987."

(2) Page 2, second line from bottom of page before n.2: Change the word "submissions" to "submitted."

James F. Merow
Judge

CERTIFICATE OF SERVICE

I hereby certify under penalty of perjury that on this 27th day of May, 1988, I caused to be placed in the United States mail (First-Class Mail, postage prepaid) copy of my appeal to the United States Supreme Court - addressed as follows:

James M. Kinsella, Attorney
Commercial Litigation Branch
Civil Division
Department of Justice
Att: Classification Unit
2nd Floor Todd Bldg.
Washington, D. C. 20530

Respectfully submitted,

Donald L. Greenman

DLG/q